



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Decision

Dispute Codes: MND MNDC MNR MNSD FF

Introduction

This hearing was scheduled in response to the Landlord's Application for Dispute Resolution, in which the Landlord has made application for a monetary Order for unpaid rent; a monetary Order for damage to the rental unit; a monetary Order for money owed or compensation for damage or loss; to retain all or part of the security deposit; and to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

The Agent for the Landlord stated that copies of the Application for Dispute Resolution and Notice of Hearing were sent to the both of the tenants via registered mail at the address noted on the Application, on November 17, 2008. Two tracking numbers were provided. The Canada Post website shows that both documents were returned to the sender on December 10, 2008. These documents are deemed to have been served in accordance with section 89 of the *Act*, however the Tenant did not appear at the hearing.

Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to a monetary Order for damage to the rental unit; a monetary Order for loss of revenue for the month of November of 2008; to retain all or part of the security deposit; and to recover the filing fee for the cost of this Application for Dispute Resolution.

Background and Evidence

The Agent for the Landlord stated that this tenancy began on October 16, 2006; that the Tenant was required to pay monthly rent of \$1,010.00 and that the Tenant paid a security deposit of \$487.50 on October 06, 2006.

The Agent stated that he learned the Tenant had vacated the rental unit on, or before, November 04, 2008. He stated that the Tenant vacated the rental unit without paying rent for the month of November and without giving written notice of their intent to vacate. He stated that he advertised the rental unit but has not yet been able to find another tenant. The Landlord is seeking compensation, in the amount of \$1,010.00 for loss of revenue for the month of November.

The Landlord is seeking compensation for cleaning the rental unit and for removing garbage that was left in the rental unit at the end of the tenancy. The Landlord was originally seeking \$120.00 in compensation for cleaning the rental unit, but he amended the amount of the claim at the time of the hearing to \$105.00. A receipt for cleaning, in the amount of \$105.00, was submitted in evidence. The Agent for the Landlord stated that the entire rental unit needed cleaning, including the kitchen, kitchen appliances, bathroom, and floors.

The Landlord is claiming compensation, in the amount of \$150.00, for removing garbage from the rental unit. The Agent for the Landlord stated that a large amount of garbage was left on the premises, which was removed by CD Corp., and that the costs for removing the garbage was included in an invoice totalling \$1,575.00, which was submitted in evidence. The Landlord was provided with the opportunity to submit a more detailed invoice from CD Corp. to establish the amount that was charged for garbage removal. The Landlord submitted a copy of an email that provides a breakdown of the invoice from CD, and there is no indication that CD Corp. invoiced the Landlord for garbage removal.

The Landlord is seeking compensation for repairing drywall in the rental unit. The Landlord was originally seeking \$250.00 in compensation for cleaning the rental unit, but he amended the amount of the claim at the time of the hearing to \$175.00. A receipt for repairing drywall, in the amount of \$175.00, was submitted in evidence. The Agent for the Landlord stated that there were approximately three holes in the walls of the rental unit that were likely caused by someone punching the walls during the tenancy.

The Landlord is seeking compensation, in the amount of \$250.00, for painting the walls that required drywall repairs. An email from CD was submitted in evidence, which indicates that the Landlord was invoiced \$474.32 for painting. The Agent for the Landlord stated that the walls required painting after the holes in the walls had been repaired.

The Landlord is seeking compensation, in the amount of \$50.00, for replacing a smoke detector that had been removed during the tenancy. An email from CD was submitted in evidence, which indicates that the Landlord was invoiced \$60.95 for replacing the smoke detector.

The Landlord is seeking compensation, in the amount of \$250.00, for replacing one screen for the living room window and two sets of blinds in the living room. An email from CD was submitted in evidence, which indicates that the Landlord was invoiced \$270.39 for replacing blinds. There is no indication that the Landlord was invoiced for replacing a screen in the living room.

Analysis

In the absence of evidence to the contrary, I find that the Tenant failed to give proper notice to end this tenancy, and that the Landlord was prevented from finding new tenants for November of 2008, as the Landlord did not realize the rental unit had been vacated until after the beginning of November. I find that the Tenant failed to comply with section 45 of the *Act* when the rental unit was vacated without proper notice. I therefore find that the Landlord is entitled to compensation for any damages that flow from the Tenant's failure to comply with the *Act*, which in these circumstances is \$1,010.00 for loss of revenue.

In the absence of evidence to the contrary, I find that the Tenant failed to comply with section 37(2) of the *Act* when the rental unit was not left in reasonably clean condition at the end of the tenancy. I therefore find that the Landlord is entitled to compensation for any damages that flow from the Tenant's failure to comply with the *Act*, which in these circumstances is \$105.00 for cleaning. The Landlord submitted no documentary evidence to establish that it paid \$150.00 to have garbage removed, so I dismiss the Landlord's application for compensation for garbage removal, with leave to reapply on this specific claim.

In the absence of evidence to the contrary, I find that the Tenant failed to comply with section 37(2) of the *Act* when damage caused during the tenancy was not repaired at the end of the tenancy. I therefore find that the Landlord is entitled to compensation for any damages that flow from the Tenant's failure to comply with the *Act*.

I find that the Landlord is entitled to compensation, in the amount of \$175.00 for repairing drywall.

I find that the Landlord is entitled to \$250.00 for painting the walls that required drywall repairs. Although the evidence shows that the Landlord actually paid \$474.32 to paint

the walls, I cannot award that amount as the Landlord did not notify the Tenant that it was making a claim for the full amount.

I find that the Landlord is entitled to \$50.00 for replacing the smoke detector. Although the evidence shows that the Landlord actually paid \$60.95 to replace the smoke detectors, I cannot award that amount as the Landlord did not notify the Tenant that it was making a claim for the full amount.

I find that the Landlord is entitled to \$250.00 for replacing blinds in the living room. Although the evidence shows that the Landlord actually paid \$270.39 to replace the blinds, I cannot award that amount as the Landlord did not notify the Tenant that it was making a claim for the full amount. The Landlord submitted no documentary evidence to establish how much was paid to replace a screen in the living room, so I dismiss the Landlord's application for compensation for replacing the screen, with leave to reapply on this specific claim.

Conclusion

I find that the Landlord has established a monetary claim, in the amount of \$1,890.00, which is comprised on \$1,010.00 for lost revenue, \$105.00 for cleaning; \$725.00 to repair damages and \$50.00 in compensation for the filing fee paid by the Landlord for this Application for Dispute Resolution. I hereby authorize the Landlord to retain the Tenant's security deposit, plus interest, for a total amount of \$502.65.

Based on these determinations I grant the Landlord a monetary Order for the amount \$1,387.35. In the event that the Tenant does not comply with this Order, it may be served on the Tenant, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

Dated: December 22, 2008